



REQUEST FOR PROPOSAL

Solicitation Number DPMM-15-CS-0130

Major Renovation and Modernization of FEMS Engine House No.16

May 29, 2015

Open Market

Proposal Due Date: June 19, 2015 by 2:00 p.m. EST

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division, 8th Floor
Attention: James Marshall
Frank D. Reeves Center
2000 14th Street, NW
Washington, DC 20009

**Pre-proposal and
Mandatory Site Visit:** June 8, 2015 at 10:00 am
FEMS Engine Company
1018 13th Street, N.W.,
Washington DC 20005

Contact: Jamar Spruill
Contract Specialist
2000 14th Street, N.W., 8th Floor
Washington, D.C. 20009
Email: jamar.spruill@dc.gov
Phone: (202) 671-2255

Section A

Executive Summary

The Department of General Services (“DGS” or “Department”) is seeking a contractor to provide labor, supervision, supplies, equipment and construction services for the major renovation and modernization of Fire and Emergency Medical Services (FEMS) Engine House 16. Engine House 16 is located at 1018 13th Street, N.W., Washington DC 20005, work shall be performed in accordance with the construction Drawings and Specifications, titled List of Drawings and Specifications, incorporated herein as Attachment A (Project).

A.1 Contract Type

The contract awarded pursuant to this RFP will be fixed price type of contract.

A.2 Contractor's Compensation

Offerors shall provide an Offer Letter (Attachment B) to include their lump sum price to complete the work. The lump sum fixed price shall be the Contractor’s sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum price shall also include sufficient funding for items that are not specifically identified in the Drawings and Product Specifications but which are reasonably inferable therefrom. An allowance of \$150,000 for FF&E will be added as listed in Attachment B.

A.3 Form of Contract

The Form of Contract will be issued by Addendum. Offeror’s shall carefully review the Form of Contract, to the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract. To the extent that any proposed changes to the Form of Contract must be clearly identified and described in the Offeror's proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.4 Attachments

Attachment A – List of Drawings and Specification

Attachment B - Form of Offer Letter

Attachment C - Disclosure Statement

Attachment D - Tax Affidavit

Attachment E - Davis-Bacon Wage Rate

Attachment F - Bid Bond Form

Attachment G - Bid Guarantee Certification

Attachment H - Subcontracting Plan Form

Attachment I - First Source Employment Agreement
Attachment J - 2015 Living Wage Act Notice and Fact Sheet
Attachment K - Form of Contract (To be issued by Addendum)
Attachment L - Past Performance Evaluation Form

A.5 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - May 29, 2015
- Pre-Bid Conference & Mandatory Site Visit - June 8, 2015 at 10:00 a.m.
- Last Day for Questions - June 11, 2015 at 2:00 p.m.
- Proposals Due - June 19, 2015 at 2:00 p.m.

SECTION B SCOPE OF WORK

B.1 Introduction:

B.1.1 In general, the selected Contractor shall be required to provide all labor, tools, equipment and materials necessary to perform the work called for in the drawings and specifications for the Modernization of FEMS Engine House 16, located at 1018 13th Street, N.W., Washington, DC, 20005.

B.1.2 Engine House 16 is an emergency fire and medical response facility. Fire fighters, EMS personnel, and their respective support teams are housed in the facility while on duty twenty-four hours a day, seven days a week (24/7). The building also contains their response vehicles and equipment in a continuously ready state. It is imperative that business operation and services to the FEMS occupied areas are not disrupted, including, but not limited to, the ability of FEMS vehicles to enter and exit the facility without delay.

B.2 Drawings and Specifications:

DGS Specifications and Drawings are not physically attached herewith, but are available for purchase at Blue Boy Imaging, 214 L Street, N.E., Washington, D. C. 20002 - Phone: (202) 265-0272 Fax: (202) 986-0172. The cost of the Specifications and Drawings hard copy package is as follows:

- Full Size Drawing - \$175.00
- Full Set of Specifications - \$100.00
- Project CD-ROM - \$75.00

The Contractor shall perform the work in accordance with the drawings and specifications listed in Attachment A.

B.3 General Conditions:

B.3.1 Work shall be completed in four phases as detailed in the contract documents. Contractor work areas and Engine House operation areas will be separated by demising walls. Utilities serving the Engine House areas shall be maintained, except for short term interruptions required for utility change overs from existing to new. (Contractor will not proceed and as approved by the District.)

B.3.2 To the extent there is an inconsistency between the drawings and specifications, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its proposal, each Offeror shall carefully review the drawings and specifications and shall bring any inconsistency or error in the drawings and specifications to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error.

B.3.3 Parking. No vehicle parking is available on the project property. Vehicle parking for Contractor and construction personnel shall be the responsibility of the Contractor. The Contractor shall not park within areas of parking currently used by the facility's staff.

B.4 Software Requirements:

B.4.1 PROLOG Software Interface Requirements – The District will provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the Project Manager.

B.4.2 Scheduling Software Requirement – The Contractor shall use Primavera 6 to prepare and submit any and all schedules required for this project.

B.5 Time is of the Essence:

Time is of the essence with respect to the contract. The Department anticipates total completion of the project to take four hundred and seventy (470) calendar days. Phase 1 of the Project must be substantially complete within forty (40) calendar days. Phase 2 of the Project must be substantially complete within three hundred and ten (310) calendar days. Phase 3 of the Project must be substantially complete within four hundred and thirty five (435) calendar days. Phase 4 of the Project must be substantially complete within four hundred and seventy (470) calendar days. A Notice to Proceed (NTP) will be issued for each phase. All durations are from the date specified in the written NTP. Work on each subsequent phase shall not be started until the Department agrees in writing that the preceding phase is substantially complete. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

B.6 Utilities:

The Contractor shall maintain and pay for all utility services during construction. This will include the areas of the facility to be occupied by FEMS, and shall include, but not be limited to, maintenance and fuel for the emergency generator. Please refer to Exhibit 1 (Prior Year Utility Expenses) found under Attachment A List of Drawings and Specifications.

B.7 Construction Hours:

All work shall be performed during the normal business hours (between 6:00 am to 6:00 pm) Monday through Friday, except as otherwise allowed or restricted by District, DGS and other authorities having jurisdiction. No work shall be performed without a valid DCRA permit and all work outside of normal business hours shall be approved in writing by DGS in addition to having a specific valid DCRA permit for working between 6:00 am to 6:00 pm.

B.8 Conformance with Laws

The Contractor shall perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 et seq.) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

B.9 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.10 Standard Contract Provisions

The Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised May 2011) are hereby incorporated by this reference.

B.11 Living Wage Act

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment I).

B.12 Davis-Bacon Wage Rate

The Davis-Bacon Wage Rate Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by this Act. Applicable wage determination is attached hereto as Attachment E.

SECTION C ECONOMIC INCLUSION

C.1 Preferences for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offeror’s may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

C.1.2 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

C.1.3 Verification of Offeror’s Certification as a Certified Business Enterprise

C.1.3.1 Any contractor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror’s certification with DSLBD and the offeror shall submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

C.1.3.2 Any vendor seeking certification in order to receive preferences under this solicitation shall contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

C.1.3.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 Subcontracting Requirements

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Offeror responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance Attachment H.

C.2.1 Mandatory Subcontracting Requirements

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph C.2.1(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1(1) and C.2.1(2) of this clause.
- (4) Except as provided in C.2.1(5) and C.2.1(7), a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (5) A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that

performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

C.2.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section C.2.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of the subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by the subcontractor; and
- (4) The price that the prime contractor will pay the subcontractor.

C.2.3 Subcontracting Plan Compliance Reporting

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, PM, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
 - a) The price that the prime contractor will pay each subcontractor under the subcontract;
 - b) A description of the goods procured or the services subcontracted for;
 - c) The amount paid by the prime contractor under the subcontract; and
 - d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.4 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, PM, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

C.2.5 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

C.2.6 Enforcement and Penalties for Breach of Subcontracting Plan

- (1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- (2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- (3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

C.3 Residency Hiring and First Source Employment Requirements for Contractors and Subcontractors

C.3.1 District Residents Hiring. At least fifty-one percent (51%) of the Offeror's employees and every subcontractor's employees hired after the Offeror enters into a contract with the Department or after each subcontractor enters into a contract with the Offeror, to work on this contract, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror and each of its subcontractors, if any, shall submit to the Department a list of current employees that will be assigned to the contract, the date that they were hired and whether or not they live in the District of Columbia.

C.3.2 First Source Employment Agreement. The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all subcontractors with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement (Attachment I) with the D.C. Department of Employment Services ("DOES"); (ii) make best efforts to hire at least 51% District residents for all new jobs created by the contract; (iii) list all employment vacancies with DOES; and (iv) submit monthly compliance reports to DOES by the 10th of each month.

C.4 Apprenticeship Act

The Contractor and all of its traded subcontractors shall comply with the Apprenticeship Act. In addition, thirty-five percent (35%) of all apprentice hours worked on the Project shall be worked by District residents.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Selection Criteria

Proposals will be evaluated in accordance with this Section D of this RFP. The following evaluation criteria will be used:

- Relevant Experience and Capabilities – General (35 points).
- Key Personnel (15 points)
- Project Management Plan & Schedule (20 Points)
- Price (30 points)

D.2 Evaluation Process

The Department will evaluate submissions and any best and final offers in accordance with the provisions of this Section D and the Department's Procurement Regulations.

D.3 Evaluation Committee

Each submission will be evaluated in accordance with this Section D by an Evaluation Committee. The Evaluation Committee will prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official will select the Offeror(s) whose submission is determined by the source selection official to be the most advantageous to the Department.

D.4 Oral Presentation

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.5 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points as described in Section D.1. In addition, Offerors eligible to receive up to 12 preference points as described in Section C.1 of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112.

D.6 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if the Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

D.7 Relevant Experience and Capabilities (35 Points) The Department desires to engage a Contractor with the experience necessary to successfully complete the required work as described in Section B of the RFP. The Offeror shall submit the items listed below to demonstrate the Offeror's relevant experience and capability with projects similar in size and scope as those described in Section B; Offeror will be evaluated based on projects the Offeror has worked on in the last five (5) years that are similar to this project. For purposes of this paragraph, similar shall mean: (i) construction of fire stations, police stations or other public safety facilities; (ii) Phased construction where various sections of the property are occupied and fully operational during construction; (iii) Construction of projects that meet or exceed LEED silver certification; (iv) knowledge of, and access to, the local subcontracting market; and (v) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

- a) A descriptions of a minimum of three (3) projects detailed to include the following that best illustrate the Offeror's experience and capabilities relevant to this project:
 1. Project name and location;
 2. Name, address, contact person and telephone number for owner reference;
 3. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror role on the project. Offeror shall provide detailed descriptions of the relative size and complexity of the phased areas of the project including but not limited to, which building systems were phased and how they were maintained during the project. Describe any additional measures the offeror employed to maintain the efficient operation of the owner/tenant's business;
 4. Completed size in SF;
 5. Time period of the construction;
 6. Identification of personnel involved in the selected project who are proposed to work on this project;
 7. Award and final construction cost (provide actual figures for completed projects). Offer shall address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget; and
 8. Offeror shall provide copies of LEED Certification.
- b) Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (Attachment L) are completed and submitted on behalf of the Contractor directly to Jamar Spruill jamar.spruill@dc.gov by the due date for proposals (F.3).

D.8 Key Personnel (15 Points). Offerors shall assign personnel to this Project with experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. The Offeror shall:

- a. Identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager; and (iv) a Safety Manager responsible for the Project and describe the specific experience of each working on projects similar size and scope as that described in this RFP;
- b. Provide resumes for the key personnel identified above; and
- c. Provide a table that identifies the specific staff that will be assigned to this Project. The table shall include: (i) the individual's name; (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table shall include all personnel that will be assigned to the Project.

D.9 Project Management Plan & Schedule (20 Points). Offerors shall submit a Project Management Plan & Schedule. The Project Management Plan & Schedule shall clearly explain how the Contractor intends to implement, manage, and complete the Project. It shall demonstrate a knowledge of the project, impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the Offeror's Project Management Plan & Schedule shall:

- a. Describe the key challenges inherent in this Project and explain how the Offeror will overcome or mitigate these challenges; and
- b. A Project Management Plan & Schedule that shows the anticipated manner in which the Project will be completed. The schedule shall include sufficient level of detail so as to demonstrate the Offerors understanding of the Project and the key issues related to the Project. The schedule shall identify key milestones and how those milestones will be achieved.

Engine House 16	
Calendar Days After NTP	Key Milestone
40	Phase 1 Complete
310	Phase 2 Complete
435	Phase 3 Complete
470	Phase 4 Complete and Substantial Completion of entire project

D.10 Attachments

The Offeror shall include the following attachments in the Technical Proposal:

- a. Disclosure Statement - Each Offeror shall submit a Disclosure Statement (Attachment C);

- b. Tax Affidavit (Attachment D)- In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government; and
- c. First Source Employment - Each Offeror shall submit the First Source Employment Agreement in the form of Attachment I.
- d. Past Performance Evaluation Forms and Subcontractor Evaluation Forms (Attachment L).

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

E.1 Proposal Identification

Proposals shall be proffered in an original and five (5) hard copies as well as two (2) electronic copies on CD-ROM or USB flash drive. The Offeror's proposal shall be placed in a sealed envelope conspicuously marked: **"DPMM-15-CS-0130" – Major Renovation and Modernization of FEMS Engine House No.16."**

E.2 Delivery or Mailing of Proposals

Proposals shall be delivered or mailed to:

Department of General Services
Contracts & Procurement Division, 8th Floor
Attention: James Marshall
Frank D. Reeves Center
2000 14th Street, NW
Washington, DC 20009

E.3 Date and Time for Receiving Proposals

Proposals shall be received no later than 2:00 pm E.D.T., on June 19, 2015. The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery.

E.4 Proposal Size, Organization, and Offeror Qualifications

All proposals shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile proposals shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized in two (2) separate volumes as follows:

E.4.1 Technical Proposal – Volume 1

E.4.1.1 Executive Summary. The Offeror shall provide a summary of no more than three (3) pages to include the following for the Offeror:

- Name and address of the firm and role(s) of each firm (including all sub-contractor)
- Age
- Firm history
- Firm size
- Areas of specialty/concentration
- Current workload

- Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.4.1.2 Relevant Experience and Capabilities (35 Points)

Each offer shall submit the information requested in D.7 of the RFP.

E.4.1.4 Key Personnel (15 Points).

Each offer shall submit the information requested in D.8 of the RFP.

E.4.1.3 Project Management Plan (20 Points).

Each offer shall submit the information requested in D.9 of the RFP.

E.4.1.5 Attachments.

Offerors shall include the following attachments in their Technical Proposal:

- a) Disclosure Statement - Each Offeror shall submit a Disclosure Statement (Attachment B);
- b) Tax Affidavit - Each Offeror shall submit a tax affidavit (Attachment C). In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government; and
- c) First Source Employment - Each Offeror shall submit the First Source Employment Agreement in the form of Attachment F.

E.4.2 Price Proposal Section – Volume 2

E.4.2.1 Price (30 Points)

The Offeror shall submit the Offer Letter substantially in the form of Attachment A.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP, please contact:

Jamar Spruill
Contract Specialist
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
jamar.spruill@dc.gov
Phone: (202) 671-2255

Any written questions or inquiries shall be sent to Jamar Spruill at jamar.spruill@dc.gov.

F.2 Pre-proposal Conference. A mandatory pre-proposal conference and site visit will be held on June 8, 2015 at 10:00 am at Engine House 16, located at 1018 13th Street, NW, Washington DC 20005. Interested Offeror are required to attend.

F.3 Explanations to Prospective Offerors

Each Offeror shall carefully examine this RFP and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering proposals or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding. Requests shall be directed to Jamar Spruill at jamar.spruill@dc.gov no later than 2:00 pm June 11, 2015. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering proposals. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in

duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the proposal protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

F.5 Retention of Proposals

All proposals shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the proposals shall become the property of the DGS. The DGS shall have the right to distribute or use such information as it determines.

F.6 Examination of Proposals

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, Attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror, and may result in disqualification.

F.7 Late Proposals and Modifications

Any proposal or best and final offer received at the Department designated in this RFP after the exact time specified for receipt shall not be considered. Any modification of a proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.6 stated above. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful proposal which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted. Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of proposals.

F.8 No Compensation for Preparation of Proposals

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any proposals submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any proposals, statements, reports, data, information, materials or other documents or items.

F.9 Rejection of Proposals

The Department reserves the right, in its sole discretion:

- a) To cancel this solicitation or reject all proposals;
- b) To reject proposals that fail to prove the Offeror's responsibility;
- c) To reject proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- d) To waive minor irregularities in any proposal provided such waiver does not result in an unfair advantage to any Offeror;
- e) To take any other action within the applicable Procurement Regulations or law;
- f) To reject the proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such proposal or this Request for Proposals.

F.10 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.11 Electronic Copy of Proposals for Freedom of Information Act Requests

In addition to other proposal submission requirements, the Offeror shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a) (1).

F.12 Contract Award

This procurement is being conducted in accordance with the provisions of 4721 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Chief Contracting Officer giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed

G.1.1 Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

G.1.2 Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 per aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

G.1.3 Workers' Compensation and Employers Liability Coverage providing statutory benefits for all persons employed by the Contractor, or its subcontractors at or in connection with the Work.

G.1.4 Automobile Liability, the Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

G.1.5 Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

G.1.6 Umbrella or Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as additional insured.

G.1.7 Builder's Risk Insurance: Written on an "all risk" basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begins.

G.2 Duration: Except as provided in G.1.6, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.3 Additional Insureds: Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.4 Waiver of Subrogation: All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.5 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

G.6 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.7 Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

G.8 Strength of Insurer: All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/ approved to do business in the District of Columbia.

G.9 Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Jamar Spruill
Contract Specialist
Department of General Services (DGS)
2000 14th Street, N.W. – 8th Floor
Washington, DC 20009
Telephone: (202) 671-2255
E-mail: jamar.spruill@dc.gov

SECTION H BONDS

H.1 Bid Bond:

H.1.1 Offeror's shall submit with their proposal a Bid Bond in the amount of 5% of the Offeror's lump sum price. The Offeror's Bid Bond shall be submitted in substantially the form provided as Attachment F. All bonding companies shall be licensed to conduct business in the District of Columbia and be included on the United States Department of Treasury's website Listing of Approved Sureties.

H.1.2 Alternatively, Offeror's may submit a cashier's check or irrevocable letter of credit in lieu of a Bid Bond. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a Bid Bond, the Offeror shall complete the form included as Attachment G and return, notarized, with the Offeror's Proposal. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's Proposal submitted thereunder.

H.1.2.1 In the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages.

H.2 Payment and Performance Bond:

The Contractor shall be required to provide payment and performance bonds, each having a penal value equal to 100% of the contract amount prior to performing any work on the contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.